

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

CIVIL ACTION-LAW

CHRIS STOVIC

435 Greeves St.

Kane, PA 16736

1-814-837-7046

Movant Creditor, Pro Se

v

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In re:

Chapter 11

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CIT GROUP INC. and

CIT GROUP FUNDING COMPANY :

OF DELAWARE LLC,

Case No. 09-16565

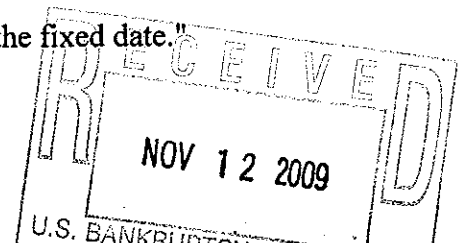
Debtors.

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MOTION TO DISMISS CHAPTER 11 REORGANIZATION PLAN and

- 1 Motion for dismissal of the actual case due to controversy, regarding the parties' rights and obligations under the Bankruptcy Code and the Uniform Commercial Code.
- 2 The funds were invested for consideration of an instrument in value of \$60,000 + interest to be paid on a specific date - November 1, 2009 November 3, 2009 and August 10, 2010
- 3 U.C.C Part 7 § 2-711 (1) Buyer's Remedies in General states,
(1) A breach of contract by the seller ... to deliver or to perform a contractual obligation; Making of a nonconforming tender of delivery or performance, and repudiation.
- 4 "(c) If an instrument, payable at a fixed date, is also payable upon demand made before the fixed date, the instrument is payable on demand until the fixed date and, if demand for payment is not made before that date, becomes payable at a definite time on the fixed date."



- 5 The fact, the reorganization bankruptcy filing plan violates the maturity date for the
Notes CUSIP#: 12560PCL3 with due date November 1, 2009 and the
CUSIP#:125581AMO with due date November 3, 2009.
CUSIP#: 12557WNHO with due date August 10, 2009
- 6 An instrument is a "**note**," it becomes a "**draft order**" for it is a promise to pay the draft at the
maturity date; If an instrument falls within the definition of both "note" and "draft," a person
entitled to enforce the instrument - may treat it as either; U.C.C. Article 3, Part 1, § 3-104 (e)."
- 7 "DEADLINES FOR THE CIT OLD NOTES... TO VOTE TO ACCEPT OR REJECT THE PLAN
OF REORGANIZATION FOR THE LONG TERM CIT OFFER IS 11:59 P.M. (NEW YORK
CITI TIME) on NOVEMBER 13, 2009..."
The DEADLINE for the NOTES-DRAFT was NOVEMBER 1 and November 3 and not a
"reorganization plan of November 13, 2009," Therefore the DRAFTS should have been paid.
- 8 The "JUSTICE DELAYED is JUSTICE DENIED." It VIOLATES the "US CONSTITUTION
the RIGHTS to PROPERTY."
- 9 "The bankruptcy filing of **CIT Group** on Sunday will serve as a test..."
" It intends to keep lending, reduce its debt by \$10 billion," It is an intended FRAUD.
- 10 "CIT's bankruptcy filing shows \$71 billion in finance and leasing assets against total debt of
\$64.9 billion; " **The management should put their own personal funds to fulfill their**
"intended TEST!"
"Form 8-K for CIT GROUP INC the addition of certain borrowers and the refinancing of
certain existing indebtedness of the Company"
- 11 The facts are, Chapter 11 reorganization plan is a continuation of a "ponzi scheme plan,"
A similar plan committed by "Bernie Madoff \$50 Billion ponzi scheme that vanished in thin
air;" Financing that lead to catastrophe; It was plan based on "what the future may hold!"
- 12 "The full \$4.5 billion of term loans were borrowed on October 28, 2009 and were used, or are

expected to be used, (i) for general corporate purposes in an aggregate principal amount of up to \$500 million;" to be use "in the ordinary course of business."

The fact that the Corporation has "assets \$71 billion and \$64.9 billion debt" is no excuse to delay the payment on the Debt.

13 IN RE: "DEBTORS' MOTION FOR INTERIM AND FINAL ORDERS UNDER 11

U.S.C. §§ 105, 363, 503(b)(9), 1107 AND 1108 AND FED. R. BANKR. P. 6003

AUTHORIZING PAYMENT... "RELIEF REQUESTED states, Accordingly, the Debtors request authority (but not direction)... to pay, as they come due in the ordinary course of business..."

- 14 The Debtor should comply as stated in the "Debtors Motion," pay the notes - draft "as they come due in the ordinary course of business,"

CUSIP#: 12560PCL3 with due date November 1, 2009,

NOTES CUSIP#:125581AMO with due date November 3, 2009 are over due, and

CUSIP#: 12557WNHO with due date August 10, 2010.

- 15 The purchase represent the reasonable exercise of sound and prudent business judgment by the creditor for the purchase of the Senior Notes; The debtor did not provide adequate assurance of cure to the closing date of the contract – Senior Notes with the meaning of 11 USC Sec. 365 (b) (I) (A) and 365 (f)(2)(a) to the extent necessary.

- 16 The purchaser of the notes is just as good as any other contract performed by any other industries, corporation, business or person. In fact the funds were the most important service tool to anyone including the debtor to maintain the operation; The creditors does have priority same as any other contract.

- 17 The Debtor states in the "DEBTOR MOTION, It... provides advisory... debt restructuring, credit protection,... etc;" It is incomprehensible to believe that "The Debtor provide advise debt

restructuring, credit protection,... etc." to someone else" when it is unable to manage their own funds and the funds of the CREDITORS!

18 The Debtor does need a "DIRECTION!"

19 Te Debtor states, "While these statements represent our current judgment on what the future may hold, and we believe these judgments are reasonable, these statements are not guarantees of any events or financial results, and our actual results may differ materially."

We did not buy the "notes" with an intend to renegotiate the "DUE DATE" and the "INTRISIC VALUE of the NOTES" or "What the future may hold for the DEBTOR!"

20 The consideration constitutes reasonably equivalent value or fair consideration as case is as those terms are defined in each of the Uniformed Fraudulent Transfer Act, Uniformed Fraudulent Conveyance and the US Sec. §548 of Bankruptcy code, and under the laws of United States, any state, territory or the District of Columbia.

21 The Debtor has "breached the Agreements and Contracts;"

The funds were invested for consideration of an instrument in value of \$60 ,000.00 + interest to be paid on a specific date - November 1, 2009, November 3, 2009 and August 10, 2009.

"U.C.C. § 3-108 (b) PAYABLE ON DEMAND OR AT DEFINITE TIME at a fixed date or dates or at a time or times readily ascertainable at the time the promise or order is issued" and

" (c) If an instrument, payable at a fixed date, is also payable upon demand made before the fixed date, the instrument is payable on demand until the fixed date and, if demand for payment is not made before that date, becomes payable at a definite time on the fixed date."

REASONS

22 To induce the creditors to accept the petition for debt of \$64.9 billion of debt

based on \$71 billion dollars asset, based on self enrichment, negligence, non-performance, contributory faults, mismanagement with intent to impoverish the creditors; No man in his sense,

not under delusion, would accept on the one hand, and which no man would accept on the other, it is not a bargain, it deprives creditors of funds – property for their needs.

23 The creditors have right to receive and enforce the payment “efficient and expedition methods” of receiving their funds State v. Ducey, 25 Ohio App. 2d 50, 266 N.E. 2d 233, 235; Bankruptcy Act § 101(11).

24 The creditors were led to believe that the Notes will be paid as stated in the “NOTES.”

25 The material facts, duty, responsibility, rights are not just formality, they must be justified.

26 The basic principles of measurement of contract damages, agreement is that injured party is entitled to recover an amount that will put him in as good a position as he would have been if the contract, agreement laws have been performed as agreed.

27 Tort obligation are general obligation that imposes liability when a “person negligently, carelessly or purposely causes injury to others”.

28 The Debtor violated duty, responsibility, the failure to perform the duty constitutes negligence, and renders the party liable for injuries resulting from it,

(1)The existence of a duty on part of the Debtor and the Courts to protect the Creditor from injury of which he complains;

(2) a failure by the Debtor to perform that duty; and

(3) an injury to the Creditor from such failure of the debtor...

29 We object the "Chapter 11 reorganization plan."

We expect the Company to sell assets and pay the notes due, the time has passed.

30 The Creditors, Indenture Trustee and Security Trustee are empowered under the Indentures and Security Agreements to control the Lessor's exercise.

STATUTE

31 U.C.C Part 7 § 2-711 (1) Buyer's Remedies in General states,

(1) A breach of contract by the seller ... to deliver or to perform a contractual

obligation; Making of a nonconforming tender of delivery or performance, and repudiation.

- 32 The term “negligence” has been defined by the “United States Supreme Court to be the failure to do what a reasonable and prudent person would ordinarily have done under the circumstances of the situation, or doing what such person under the circumstances would not have done”;

The essence of the fault lie in omission; The duty is dictated and measured by the exigencies of the contract; Negligence has always related to the circumstance in which one is placed, and what an ordinarily prudent man would do or omit in such circumstances.

Cole v. Atlantic Coast Line R. Co., 191 S.E. 393, 211 N.C. 591, 1937

CONCLUSION

- 33 The credit, loan, notes express the material bond between the two party creditor and debtor or between two person; The weapon of “gold digger”... is the “action for breach of promise”.

- 34 The purchase of the NOTES were for direct benefit to us. We obtain something substantial different from what we were led to expect and what the benefit would be.

- 35 A court proclaim that “the law will afford relief even to simple and credulous who have been duped by art and falsehood statement, agreements, contracts and etc.”

- 36 Chapter 11 bankruptcy is a law which impairs the obligation of a contract - NOTES, debt is one which renders the contract in itself less valuable or less enforceable, by changing its terms, stipulations and its legal quality and conditions.

- 37 To “impair the obligation of a contract – NOTES”, within prohibition of Article I, §10, U.S. Constitution, is to weaken it, lessen its value, or make it worse in any respect, and any law which changes the intention and legal effect of the parties, giving to one a greater and to the other a less interest or benefit, or which imposes condition not include in the contract.

- 38 The “bankruptcy statute” impairs the obligation of a contract” when by its terms nullifies or materially changes the existing obligation.

39 "When a man is made poorer by an extravagant bill we do not regard his wealth as a unity, or the tort if there is one, as directed against that unity as an object. We do not go behind the person of the sufferer, We say that he has been defrauded or subject to duress, or whatever it may be and stop there".

RELIEF

- a The facts, statements, records, documents aver the truth, are clear and unambiguous and the court must give its decision for relief to creditor- Movant;
- b Relief to injured party must be placed in as good a position as he would have been if the contract, agreement, laws have been performed as agreed and clearly stated.
- c That the persons for the violation of the laws due to negligence be held accountable;
- d That the court should expedite the relief due to negligence, breach of duty and responsibilities.
- e Relief fees for legal services, court cost and any filing fees;
- f This is the 3th bankruptcy - confiscation. Others are LHBI, Washington Mutual, CIT etc.
with no end in sight. I am 76+ years old with health problems, I will not live for ever and I do not need this...!
- g Relief from inflicting emotional harm to creditors;

November 9, 2009

Respectfully,
by Chris Stovic
Chris Stovic